

20th July 1964]

APPENDIX I.

[Vide answer to starred Question No. 562 on page 264-625].

MEMORANDUM OF SETTLEMENT UNDER SECTION
12 (3) OF THE INDUSTRIAL DISPUTES ACT, 1947.

PRESENT:

SRI T. N. LAKSHMINARAYANAN, I.A.S.,
*Commissioner of Labour, Madras.*Name of the parties to the
dispute.The workers and the management of the
textile mills listed in the Annexures
A and B hereto.

(1)

(2)

Representing Employers ..

- 1 Sri D. C. Kothari, Chairman,
Southern India Mill Owners'
Association, Coimbatore.
- 2 Sri G. K. Devarajulu, Managing
Agent, Lakshmi Mills Company,
Limited, Coimbatore.
- 3 Sri M. Ramasamy, Manager,
Vasantha Mills, Coimbatore.
- 4 Sri K. Venkatesalu, Manager,
Coimbatore Spinning and Wea-
ving Mills, Coimbatore.

Representing Employees ..

- 1 Sri P. S. Chinnadorai, President,
Hind Mazdoor Sabha, Tamilnad
Branch, Coimbatore.
- 2 Sri Jagannathan, President,
Coimbatore District Textile
Workers' Union, Coimbatore.
- 3 Sri R. Kissen, Coimbatore
District Mill Workers' Union and
T.N.T.U.C., Madras.
- 4 Sri Marudachalam, Secretary,
National Textile Workers' Union,
Coimbatore.
- 5 Sri K. Ramaswamy Naidu,
Indian National Trade Union
Congress, Coimbatore.
- 6 & 7 Sri S. Doraiswamy and
Sri K. Gopal, Coimbatore district
Dravida Panchalai Thozhi-
lalar Munnetra Sangam,
Coimbatore.

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SHORT RECITAL OF THE CASE.

In pursuance of clause 7 of the settlement, dated 30th June 1960 and further to the reference of the issues relating to nationalisation to Sri P. N. Ramaswamy, Industrial Tribunal, a settlement is arrived at on the following terms (in regard to the issues covered by them) as a result of the good offices of the Minister for Finance and the Commissioner of Labour, Madras.

TERMS OF SETTLEMENT.

I. This settlement will apply to the mills mentioned in Annexure 'A' in Coimbatore region comprising of the districts of Coimbatore, Salem, Tiruchirappalli, South and North Arcot.

II. In modification of the existing spindle assignments and wages rates in the spinning department, the following revised spindle assignments and wages therefor are agreed to :—

A. Spinning—

Count group.	Work assignment.	Basic wages.
(1)	(2)	(3)
	spindles.	RS.
10s and below	150	67.00
Over 10s to 17s	200	67.00
Over 17s to 29s	300	67.00
Over 29s to 44s	400	67.00
Over 44s	600	67.00
80s and above	800	82.00

(a) In respect of counts 18s to 20s (inclusive), if it is not possible to attend to 300 spindles in exceptional cases, the spinner shall attend 266 spindles and the basic wages therefor will be Rs. 60 only; but where lower than 300 spindles are allotted in such counts to a spinner, to suit the convenience of the management, then his wage will be determined as per clause (e) below.

(b) (i) In respect of counts 80s and above, only willing workers be asked to attend 200 spindles. When the worker is minding 800 spindles, the breakage rate for 800 spindles per hour should not exceed the limits mentioned below :—

Roving fed.		Inter fed.	
Piecing per hour without pnemophil	Piecing per hour with pnemophil	Piecing per hour without pnemophil	Piecing per hour with pnemophil
126	142	144	162

So long as the breakage rate is within the limits prescribed above, once the worker has consented to work on an assignment of 800 spindles, he shall continue to do so.

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(ii) Complaints regarding breakage rate in excess of the above limits may be brought by the union or unions concerned to the committee constituted under this settlement, and shall be decided by such committee.

(c) It is agreed that if a piecer working on 800 spindles on 80s and above and receiving a basic wages of Rs. 82 is assigned a lesser spindleage prescribed in this settlement for the same or other count groups, he shall be paid only the basic wages prescribed under this settlement for such work assignments.

(d) If in any of the individual mills where this settlement has been implemented, the workers claim that the work assignments prescribed cannot be attended to, such questions may be raised by them through their union or unions which will be decided by the Committee as constituted under this settlement, on the basis of work study and report, if necessary, to be made by a technical body or persons chosen by the said committee. Pending decision on the dispute, the work assignments prescribed under this settlement shall be kept up. Within a period of three months, the committee shall definitely give a decision on the feasibility of implementing the work assignment under this settlement. In the extremely unlikely event of a decision not being given within the period of three months, the work assignments and wages existing prior to this settlement shall come into force till a decision is given on the dispute. If the committee decides that the work assignments prescribed under this settlement are not feasible in a particular mill, then the parties will be governed by the work assignments and wages existing prior to this settlement. The worker shall not be liable for disciplinary action on a charge of inefficiency if such charge is based on his performance on a work assignment which has been referred for the decision of the committee under this clause till such decision is given.

(e) *Adjustment in basic wages rates for extra or less spindles.*—It is agreed that the work assignment for piecers mentioned above is liable for adjustment on the basis of convenient allocation of spindles depending on the size of the frame. Where additional spindles are allotted to a piecer on the above basis, extra wages shall be paid to the piecers on the following basis :

Up to 300 spindles, i.e., for counts up to 29s 15 nP. per mensem per spindle.

301 to 400 spindles, i.e., for counts 30s to 44s 12 nP. per mensem per spindle.

401 and above, i.e., for counts above 44s 8 nP. per mensem per spindle.

In respect of groups of 300 spindles and below, i.e., in counts up to 29s for lesser allotment of spindle than those prescribed under this settlement the basic wages rates will be reduced prorate at 15 nP. per spindle.

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In respect of groups of 400 and above, i.e., for counts 30s and above, there shall be no reduction in the basic wages for allocation of lesser spindles to the extent of 20; but beyond the 20 spindles, the rate of reduction will be prorated at 12 nP. or 8 nP. according to the count groups.

(f) The modified work assignment under this settlement are applicable only in respect of cotton yarn and not for special types of cotton yarn including yarn spun for special process and products or staple fibre.

B. Doffing Boys.—The following shall be the revised work assignments for Doffing Boys :—

	5" and 6" lift.	7" lift and above.	Basic Wages.
	(1)	(2)	(3)
	SPINDLES.	SPINDLES.	RS.
Up to and including 20s	2,200 doffs.	2,000 doffs.	..
Over 20s to 44s	2,000	1,800	..
Over 44s to 60s	1,800	1,600	45.75 (maximum)
Over 60s	1400	1400	..

(a) The duties of the doffing boys will include gaiting and assistance to spinners in piecing and also all other duties which are in force in individual units.

(b) The wages fixed above for the doffing boys are payable for corresponding doffs, where the work assignment for spinners is implemented in part or in whole.

(c) A mill shall not be deemed to have implemented the agreement merely because higher spindleage are attended to by the piecers of the mill as a temporary measure to cover up absenteeism. It is agreed that, in mills, which agree to extend the protection given in clauses (4) and (7) of this agreement to all its workers inspite of this agreement not being implemented the workers shall attend to the work assignment prescribed in this agreement to cover up absenteeism except in cases where the non-implementation of the agreement is due to the working conditions obtaining in the unit not permitting such work assignments. For the days on which the work assignments prescribed in this settlement are attended by the workers they shall be entitled to the wages prescribed therefor.

C. Reserve piecers.—Where the allotment of reserve piecers (where such category exists) is on a count-war basis at present, the reserve piecer will be paid the basic wages (including the extra spindle wage) of the highest paid spinner in his group. Where there is no group system in existence then the reserve piecer shall draw the highest wage that is being paid to piecers.

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III. The wages detailed above include basic wage, production bonus and the Wage Board increase.

IV. All workers who were in the employment of the mills in any of the manufacturing processes as defined in the Factories Act on or prior to 30th September 1961 and were continuing in employment on 14th November 1962 shall be entitled to the guarantee against retrenchment and loss of earnings as stipulated in the report of the Textile Wage Board.

NOTE.—(i) The above guarantee shall not apply to workers recruited on or after 1st July 1960 on specific written contracts as a temporary measure in view of the protection of rationalisation talks.

(ii) Subject to Note (i) above, those who qualify under the main clause for the guarantee but have been denied employment after 14th November 1962 for reasons not relating to misconduct or superannuation will be deemed to be in service (with no claim for back wages).

(iii) The guarantee against retrenchment shall not apply to case of retrenchment for reasons other than the implementation of this settlement.

(iv) The earnings in respect of each individual worker will mean the average of his monthly earnings in the sixth month period prior to 30th September 1961. In computing the average earnings, days on maternity or sick leave, leave days under section 79 of the Factories Act and holidays under Madras National and Festival Holidays Act shall be given credit to; provided further that earnings in the case of a permanent worker would mean his highest earnings in any one of the months during the said six month period.

(v) Nothing contained in the settlement shall affect any dispute pending before the Labour Department regarding retrenchment of workers.

V. The earnings guaranteed under clause (iv) above shall be liable to proportionate reduction in the event of lay-off due to power shortage, break down of machinery or other causes beyond the control of the employer.

VI. It will be open to the employer to absorb permanent workers rendered surplus as a result of implementation of this settlement in any other occupations in the mill; but where he is transferred to a lower-rated occupation he will be entitled to a guarantee of the wage paid to him (including production bonus, if any) immediately prior to the implementation of this settlement. It is also agreed that if a spinner regularly employed as such on the new work assignment after the implementation of this agreement is transferred to a lower-rated occupation, he shall be continued to be paid the wage of a spinner under this settlement except in cases where such transfer is due to insufficiency on the part of the worker.

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VII. All workers who were employed in any manufacturing process after 1st October 1961 and are continuing in the service of the mills will be absorbed, as far as possible, in the individual mills themselves. If it is not possible to absorb such workers in the same establishment, they may be kept in the reserve list to be maintained for the Zone as may be mutually determined. It is further agreed that the mills in that Zone will not employ a fresh worker for any work for which the workers covered by this clause are competent, until the reserve list is exhausted fully.

VIII. It is agreed that the workers will be paid proportionate basic wages and full Dearness Allowance for shifts of less than eight hours duration. No night shift allowance will be paid in mills which pay full dearness allowance for shorter shifts. The clause will however be subject to the provisions of clause IV above relating to guarantee of wages drawn; provided that in mills where present total emoluments are higher in view of such payments as night allowance on consolidated wages or full basic wages and dearness allowance for shorter shifts or night allowance in addition to full dearness allowance such extra benefit (the quantum being the same as that drawn for November 1962) shall be continued to be paid only to those workers who have been receiving it, as a personal allowance.

IX. It is agreed that work assignments for all other categories not covered under this settlement will be discussed further and if no settlement is arrived at by 1st March 1963, the matter shall be decided by the Umpire to whom the issue of rationalisation has already been referred.

X. It is agreed that where any mill is unable to introduce the work assignments prescribed under this settlement due to conditions in the unit inclusive of redundant labour problems, it shall be open to such mills to introduce the above work assignments either fully or partially as and when circumstances permit. As and when the work assignments herein are introduced in such mills by the managements, the corresponding wage rates fixed herein shall also apply.

XI. In respect of mills in Annexure 'B' the wages payable for existing work assignments in the said mills shall be submitted to the Arbitration by the Minister for Labour, Honourable Sri M. Bhaktavatsalam and his decision shall be final and binding on the managements and workers of the said mills.

XII. All questions relating to the feasibility of work assignments or other questions arising out of the implementation of this settlement shall be referred to a committee constituted under this settlement. The Committee shall consist of one representative for either side. The representative of the workers shall be nominated by the Unions and the representative of the managements shall be nominated by SIMA. The Committee shall proceed with its work and give its decision as expeditiously as possible. In the event of disagreement between the Committee members, the

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question shall be referred to an Umpire to be nominated by them. It is open to the parties to have the same Committee for all the disputes or constitute separate Committees as and when each question is referred for decision. This clause shall apply to mills in Annexures 'A' and 'B'.

XIII. Wherever workloads higher than those prescribed in this settlement are in force, they shall not be reduced.

XIV. The settlement shall come into force from 16th January 1963 and shall remain in operation for a period of 3 years after which the parties are free to seek revision of this agreement after giving three months' notice.

Representing employers.

Representing employees.

(Signed) D. C. Kothari.

(Signed) P. S. Chinnadurai.

(Signed) G. K. Devarajulu.

(Signed) R. Kissen.

(Signed) K. Venkatesalu.

(Signed) Marudbachalam, K.

(Signed) M. Ramasami.

(Signed) V. Jegannathan.

(Signed) S. Doraisamy and
K. Gopal.

(Signed) K. Ramaswamy Naidu.

T. N. LAKSHMINARAYANAN,

Commissioner of Labour.

ANNEXURE A.

Coimbatore district.

- 1 The Asher Textiles, Limited.
- 2 The Cambodia Mills, Limited.
- 3 Balasubramania Mills, Limited.
- 4 The Coimbatore Kamala Mills, Limited.
- 5 The Coimbatore Mururan Mills, Limited.
- 6 The Coimbatore Pioneer 'A' Mills, Limited.
- 7 The Coimbatore Pioneer 'B' Mills, Limited.
- 8 The Coimbatore Spinning and Weaving Company, Limited.
- 9 The Dhanalakshmi Mills, Limited.
- 10 The Gnanambihai Mills, Limited.
- 11 The Janardana Mills, Limited.
- 12 The Jayalakshmi Mills, Limited.
- 13 The Jothi Mills, Limited.
- 14 The Coimbatore Cotton Mills, Limited.
- 15 The Southern Textiles, Limited.
- 16 The Kadri Mills Limited.
- 17 The Kannapiran Mills, Limited.
- 18 The Karthikaya Spinning and Weaving Mills, Limited.
- 19 The Kasthuri Mills, Limited.

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Coimbatore district—cont.

- 20 The Kothari Textiles, Limited, Singanallur.
- 21 The Kumaran Mills, Limited.
- 22 The Lakshmi Mills Company, Limited, Coimbatore.
- 23 The Lotus Mills, Limited.
- 24 The Palamalai Ranganathar Mills, Limited.
- 25 The Palaniandavar Mills, Limited.
- 26 The Pankaja Mills, Limited.
- 27 The Premier Mills, Limited, Udumalpet.
- 28 The Radhakrishna Mills, Limited.
- 29 The Ramakrishna Mills, Limited.
- 30 The Rajalakshmi Mills, Limited.
- 31 The Ramalinga Choodambigai Mills, Limited (A and B).
- 32 The Ranga Vilas Ginning, Spinning and Weaving Mills, Limited.
- 33 The Sarada Mills, Limited.
- 34 The Saroja Mills, Limited.
- 35 The Sivananda Mills, Limited.
- 36 The Somasundaram Mills, Limited.
- 37 The Tirumurthi Mills, Limited.
- 38 The Varadaraja Textiles, Limited.
- 39 The Vasantha Mills, Limited.
- 40 The Venkatesa Mills, Limited, Udumalpet.
- 41 The Vijayalakshmi Mills, Limited.
- 42 The Anandakumar Mills, Limited.
- 43 The Bhavani Mills, Limited.
- 44 The D.P.F. Textiles, Limited.
- 45 The G. Ramaswamy and Company, Ganga Textiles, Limited.
- 46 The Gobald Textiles, Limited.
- 47 The Hari Mills, Limited.
- 48 The Krishnaveni Textiles, Limited.
- 49 The Karunambikai Mills, Limited.
- 50 The Lakshminarayana Textiles, Limited.
- 51 The Narasimha Mills, Limited.
- 52 The Om Parasakthi, Mills.
- 53 The Prakash Mills, Limited.
- 54 The Radhika Mills Limited.
- 55 The Ramanarayana Mills, Limited.
- 56 The Raveendra Mills, Limited.
- 57 The Sarguna Textiles, Limited.
- 58 The Selvaraja Mills, Limited.
- 59 The Sujani Textiles, Limited.
- 60 The Suryaprabha Mills, Limited.
- 61 The Tirupur Cotton Spinning and Weaving Mills, Limited.
- 62 The Vasudeva Industries, Limited.
- 63 The Tirupur, Textiles.

Salem, North Arcot, South Arcot, and Tiruchirappalli districts.

- 1 The Cauvery Spinning and Weaving Mills, Limited.
- 2 The Jawahar Mills, Limited.
- 3 The Karur Mills, Limited.
- 4 The Pullicar Mills, Limited.
- 5 The National Thread Sewing Company, Chidambaram.

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Salem, North Arcot, South Arcot and Tiruchirappalli district—cont.

- 6 The Rajendra Mills, Limited.
- 7 The Rajeswari Mills, Limited, Gudiyatham.
- 8 The Sundaram Spinning and Weaving Mills, Limited.
- 9 The Trichinopoly Mills, Limited
- 10 The Thirumagal Mills, Limited.

ANNEXURE B.

- 1 Premier 'B' Mills, Limited, Coimbatore.
- 2 Coimbatore Cotton Jubilee Mills, Limited, Coimbatore.
- 3 Kothari 'B' Mills, Limited, K. Vadamathurai, Coimbatore.
- 4 Ranilakshmi Ginning, Spinning and Weaving Mills, Limited, Coimbatore
- 5 Lakshmi Mills Company, Limited, Palladam.
- 6 Rajendra 'B' Mills, Limited, Salem.
- 7 Narasimha 'B' Mills, Limited, Suler Post, Coimbatore.
- 8 Sakthi Textiles, Limited, Pollachi.
- 9 Kwality Spinning Mills, Limited, Pollachi.
- 10 Chandra Textiles, Limited, Coimbatore.
- 11 Vijeswari Textiles, Pollachi.

APPENDIX II.

[Vide answer to unstarred question No. 163 on page 282.]

NEW AIDED ELEMENTARY SCHOOLS OPENED DURING THE YEARS
1960-61 TO 1963-64.

Years.	Serial number.	Names of the Schools.	Management.
(1)	(2)	(3)	(4)
Madras South.			
1960-61	..	Nil.	
1961-62	..	1 Aided Elementary School at Fore-shore Estate, Madras.	Residents Association, Foreshore Estate.
Do.	..	2 Aided Elementary School at Adyar.	..
1962-63	..	3 Aided Elementary School at No. 4, Pillaiyar Koil street, Triplicane.	..
1963-64	..	4 Aided Elementary School at Raja Annamalaipuram.	Society of Promotion of Education in India, Madras.
Madras North.			
1960-61	..	1 Aided Elementary School at First Street, Aminjikarai.	Mani Vidyalayam (Regd. Committee.)
1961-62	Nil.
1962-63	..	2 Aided Elementary School at Royapuram.	..